### TRANSPORTATION COMMITTEE AGENDA

### Room 404, Government Center 115 E. Washington Street, Bloomington, IL Tuesday, December 6, 2005 8:00 a.m.

### Roll Call

Approval of Minutes from October 4, 2005 Meeting

Recommend Payment of Bills to County Board

Appearance by Members of the Public and County Employees

### Items to be Presented for Action

| A. | Audit Reports to be Filed with County Board  1. #52 – Motor Fuel Tax – County Road Districts  01//01/04 – 12/31/04  2. #71 – Motor Fuel Tax – County – 01/01/04 – 12/31/04  3. #52 – Township Bridge Program – 01/01/04 – 12/31/04  | 1 - 5<br>6 - 14<br>15 - 19 |
|----|---|----------------------------|
| В. | 2006 County MFT Maintenance Resolution  | 20 - 24                    |
| C. | Engineering Agreement – Lexington & Towanda Interchanges  | 25 - 33                    |
| D. | Engineering Agreement for County Bridges  1. Sec 05-00047-10-BR — Peacock Bridge — (CH 44)  2. Sec 05-00130-11-BR — Spady Bridge — Weston Rd (CH 13)  3. Sec 05-00130-12-BR — Henning Bridge — Weston Rd (CH 13)  4. Sec 05-00130-13-BR — Seegmiller Bridge — Weston Rd (CH 13) | 34 – 43                    |
| E. | Spring Posting  | 44 – 47                    |
| F. | Appropriation Transfer Request  | 48                         |
| G. | Executive Session – Personnel Matters 1. 2006 County Engineer MFT Appropriating Resolution  | 49                         |

October 4, 2005

Mr. John E. Mitchell McLean County Engineer 102 S. Towanda Barnes Road Bloomington, IL 61704 MOLLANGO, MIGHWAY DEPT

Dear Mr. Mitchell:

Enclosed is a copy of Audit Report No. 52 covering the receipt and disbursement of Motor Fuel Tax funds by your county's road districts for the period beginning January 1, 2004 and ending December 31, 2004.

PLEASE REFER TO BLR 7402 OF THE AUDIT FOR THE AUDITOR'S COMMENTS.

This report should be presented to the County Board at its first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

If you have any questions or require additional information, please contact Deb Baxter at 815-434-8421.

Sincerely,

CC:

Gregory L. Mounts, P.E. Deputy Director of Highways Region Two Engineer

By James R. Threadgill III, P.E.

District Local Roads & Streets Engineer

7 Insudant

Debra Baxter, MFT Auditor

### AUOIt

| Agency<br>McAlon, County, Roa      | d aliotrets         |
|------------------------------------|---------------------|
| Audit for:   Motor Fuel Tax        | Audit Year 2004     |
| Township Bridge Special Assessment | Audit Number        |
| ☐ G.O. Bond Issue                  | Date <i>f-25-05</i> |



## ILLINOIS DEPARTMENT OF TRANSPORTATION

## AUDITOR'S CERTIFICATE

AUDIT REPORT NO. 52

## MCLEAN COUNTY ROAD DISTRICTS

supported by canceled warrants or checks with exceptions noted in the audit findings. agreement with the records maintained by the Department of Transportation and that entries for disbursements are and ending Dec. 31, 2004, and that entries for receipts in these books and records are true and correct and are in and disbursement of the Motor Fuel Tax Funds of MCLEAN County Road Districts for the period beginning Jan. 1, 2004 We hereby certify that we have audited the books and records in so far as they pertain to the receipt

noted in the audit findings. Board maintained by the County Clerk and have found them to be in accordance therewith exceptions have compared the expenditures listed in the warrant registers of those offices against the minutes of the County canceled warrants, that we have examined and checked the records fo the County Clerk and County Treasurer, We further certify that we have verified entries in the claim registers with the original claims and

Auditor

REVIEWED AND APPROVED BY

bcal Roads

≱nd Streets Engineer

Date: 9-72-( BLR 7401

3

## ILLINOIS DEPARTMENT OF TRANSPORTATION

### AUDITOR'S COMMENTS

Audit Report No. 52

## MCLEAN COUNTY ROAD DISTRICTS

Audit Period: Jan. 1, 2004 to Dec. 31, 2004

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31,

The other receipts to the Motor Fuel Tax Fund were

\$103,100.79

received as follows:

 Interest
 2004
 \$ 20,120.03

 Reimbursement
 \$ 100.50

 Reimbursement
 \$ 371.05

 Needy Twp FY05
 \$ 82,146.00

 Voided Checks
 \$ 363.21

 Total received:
 \$ 103,100.79

Maintenance Expenditure Statements were on file for the 2004 Maintenance Programs

Final reports were on file for the following sections:

00-10131-00-WR 88-27140-00-BR 00-31136-00-AS 88-27141-00-BR

Adequate records are available to support Fund activity.

This Audit was done on a selective sampling basis.

SIGNED

BLR 7402 (Rev. 1-90)

W Bayter

## AUDIT REPORT NO. 52

Date:

August 25, 2005

## MCLEAN COUNTY ROAD DISTRICTS

|  | Audit Period Ja                           | Audit Period Jan., 1, 2004 - Dec. 31, 2004 | -, 2004      |            |                     |             |
|--|---|--|--------------|------------|---------------------|-------------|
| Fund Balance                                       | Unobligated                               | Obligated                                  | Total        | Outstandin | utstanding warrants |             |
| Ralanca Pravious Audit                             | (673,704.50)                              | 2,660,474.75                               | 1,986,770.25 |            | <del>/</del>        |             |
| Allotments & Cert.                                 | 2,128,557.40                              | 0.00                                       | 2,128,557.40 |            | 9,542.00            |             |
| Total MFT Funds                                    | 1,454,852.90                              | 2,660,474.75                               | 4,115,327.65 |            | 385.88              |             |
| Approved Authorizations                            | (2,257,109.91)                            | 2,257,109.91                               | 0.00         |            | 5,632.00            |             |
| Other Receipts                                     |   | 103,100.79                                 | 103,100.79   |            | 460.50              |             |
| Total  | (802,257.01)                              | 5,020,685.45                               | 4,218,428.44 |            | 8,007.00            |             |
| Disbursements                                      |   | 2,044,279.33                               | 2,044,279.33 |            | 89.40               |             |
| Surplus (Credits)                                  | 755,806.94                                | (755,806.94)                               | 0.00         |            | 537.86              |             |
| Unexpended Balance                                 | (46,450.07)                               | 2,220,599.18                               | 2,174,149.11 |            | 10,500.00           |             |
| Bank Reconciliation                                |   |  |              |            | 22,791.00           |             |
|  |   | -  |              |            | 867.90              |             |
| Balance in Fund per Bank Certificate Dec. 31, 2004 | k Certificate Dec. 3                      | 1, 2004                                    | 200,299.10   |            | 6,650.00            |             |
| Deduct Outstanding Warrants                        | g Warrants                                |  | 75,018.00    | •          | 9,436.26            |             |
| Add Outstanding investments                        | vestments                                 |  | 2,047,000.00 |            | 118.20              | <del></del> |
| Additions (Dec inte                                | Additions (Dec interest depoisted in Jan) | in)  | 1,868.01     |            | 75,018.00           |             |
| Subtraction's                                      |   |  |              |            |                     |             |
| Net Balance in Account Dec. 31, 2004               | Dec. 31, 2004                             |  | 2,174,149.11 |            |                     |             |

BLR 7403 (Rev. 1/90) IL 494-0654

Certified Correct

Auditor



### Illinois Department of Transportation

Division of Highways / District 3 700 East Norris Drive / Ottawa, Illinois / 61350-0697 Telephone 815/434-6131

October 4, 2005

Mr. John E. Mitchell McLean County Engineer 102 S. Towanda Barnes Road Bloomington, IL 61704



Dear Mr. Mitchell:

Enclosed is a copy of Audit Report No. 71 covering the receipt and disbursement of Motor Fuel Tax funds by your county for the period beginning January 1, 2004 and ending December 31, 2004.

PLEASE REFER TO BLR 7402 OF THE AUDIT FOR THE AUDITOR'S COMMENTS.

This report should be presented to the County Board at its first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

If you have any questions or require additional information, please contact Deb Baxter at 815-434-8421.

Sincerely,

CC:

Gregory L. Mounts, P.E.
Deputy Director of Highways
Region Two Engineer

By: James R. Threadgill III, P.E.

District Local Roads & Streets Engineer

Debra Baxter, MFT Auditor

### Audit

| Agency Mc Gow County                       | SCOTO DE LA CONTRACTOR DE |
|--|--|
| Audit for:  图 Motor Fuel Tax               | Audit Year   |
| ☐ Township Bridge :☐ Special Assessment    | Audit Number 7/  |
| ☐ G.O. Bond Issue<br>☐ MFT Fund Bond Issue | Date 8-25-05   |



## LLINOIS DEPARTMENT OF TRANSPORTATION

## AUDITOR'S CERTIFICATE

AUDIT REPORT NO. 71

### MCLEAN COUNTY

supported by canceled warrants or checks with exceptions noted in the audit findings. agreement with the records maintained by the Department of Transportation and that entries for disbursements are and ending Dec. 31, 2004, and that entries for receipts in these books and records are true and correct and are in and disbursement of the Motor Fuel Tax Funds of MCLEAN County for the period beginning Jan. 1, 2004 We hereby certify that we have audited the books and records in so far as they pertain to the receipt

Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings. have compared the expenditures listed in the warrant registers of those offices against the minutes of the County canceled warrants, that we have examined and checked the records fo the County Clerk and County Treasurer, We further certify that we have verified entries in the claim registers with the original claims and

Audito

REVIEWED AND APPROVED BY

District Local Roads and Streets Engineer

BLR 7401

8

Audit Report No. 71

MCLEAN COUNTY

Audit Period: Jan. 1, 2004 to Dec. 31, 2004

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2004

The other receipts to the Motor Fuel Tax Fund were

\$2,184,938.50 received as follows:

| 1 | Total received: | Reimbursement error | Voided Claim for 00-00000-00-CS | Town of Normal for 01-00073-06-RP | Bloom/Normal Water Reclamation for 00-00181-00-FP | Evergreen FS for 99-00057-09-DR | Voided Claim for 99-00057-09-DR | Co Bridge for 99-00044-06-WR | IDOT reimbursement for 99-00007-00-FL | IDOT credit for overypayment 97-00165-00-FP | Co Match for 97-00148-01-FP | Airport Authority for 96-00168-00-FP | Co Match for 92-00159-00-FP | Co Consolidated | Interest 2004 |
|---|-----------------|---------------------|---------------------------------|-----------------------------------|---|---------------------------------|---------------------------------|------------------------------|---------------------------------------|---|-----------------------------|--------------------------------------|-----------------------------|-----------------|---------------|
|   |                 | مدا                 | مه                              | 40                                | £.  | . £A                            | 44                              | <b>6.</b>                    |                                       |   |                             |                                      | -                           | 44              | 4             |
|   | \$ 2,184,938.50 | 33.54               | 330.00                          | 787,500.00                        | 643,024.61  | 21,210.00                       | 2,300.00                        | 5,689.43                     | 55,453.87                             | 12,844.70                                   | 14,905.41                   | 171,000.00                           | 77,503.62                   | 389,011.00      | 4,132.32      |

Final reports were on file for the following sections:

| 01-00047-08-RS | 90-00156-00-AS | 96-00168-00-FP | 92-00159-00-FP |
|----------------|----------------|----------------|----------------|
|                | 04-00000-00-CS | 03-00071-02-WR | 03-00135-05-RS |

04-00000-00-GM 99-00044-06-WR 97-00165-00-FP

00-00145-01-WR 98-00113-03-FP 02-00038-04-WR

00-00181-00-FP 04-00130-09-RS 03-00149-02-RS

Adequate records are available to support Fund activity.

This Audit was done on a selective sampling basis.

9

BLR 7402 (Rev. 1-90)

AUDIT REPORT NO. 71

### MCLEAN COUNTY

Allotments & Cert. Balance Previous Audit Fund Balance 2,691,968.82 2,006,120.96 Unobligated Audit Period Jan., 1, 2004 - Dec. 31, 2004 (1,413,383.16) Obligated 0.00 2,691,968.82 592,737.80 Total Date: Outstanding Warrants August 25, 2005

Total MFT Funds

(5,751,923.33) 4,698,089.78

5,751,923.33 (1,413,383.16)

3,284,706.62

0.00

Surplus (Credits) Total Approved Authorizations Disbursements Other Receipts Unexpended Balance Bank Reconciliation Balance in Fund per Bank Certificate Dec. 31, 2004 Net Balance in Account Dec. 31, 2004 Subtraction's Add Outstanding investments **Deduct Outstanding Warrants** Additions \*Due Co. MFT from Combined IL Funds Acct - Int. (1,053,833.55) 1,976,895.17 923,061.62 (1,976,895.17) 5,243,236.21 6,523,478.67 2,184,938.50 (696,652.71) 5,243,236.21 5,469,645.12 2,184,938.50 226,408.91 208,017.20 273,495.79 226,408.91 160,117.04 813.28 0.00

BLR 7403 (Rev. 1/90) IL 494-0654

Certified Correct

### SUMMARY OF MOTOR FUEL TAX FUND TRANSACTIONS BY SECTIONS AND CATEGORIES

Audit Repart No. 71

ILLINOIS DEPARTMENT OF TRANSPORTATION

MCLEAN COUNTY

Audit Period: January 1, 2004 - December 31, 2004

| CXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |            | ENG       | 98-00171-00-RS | ENG         | NAA-10-60100-86 | KOW         | ENG          | 17-00-11     | 58 70113-03-CD       | SO-ODOGO-OG-ANIX | SIN SU SEUVO BO | BOW          | ENG                     | 97-00165-00-FP                             | ENG                       | 97-00148-01-FP | ROW         | ENG          | 97-00135-04-VVK | NOW.        | ENG.         | 00.00.00.1  | 95-00168-00-FP | ROW                              | ENG          | 92-00159-00-FP | ROW          | ENG        | 90-00156-00-AS    | ENG        | 87-00122-02-BR | CONSTRUCTION | CONCENTION |      |     | SECTION                               | Page # 1    |
|--|------------|-----------|----------------|-------------|-----------------|-------------|--------------|--------------|----------------------|------------------|-----------------|--------------|-------------------------|--|---------------------------|----------------|-------------|--------------|-----------------|-------------|--------------|-------------|----------------|----------------------------------|--------------|----------------|--------------|------------|-------------------|------------|----------------|--------------|------------|------|-----|---------------------------------------|-------------|
| (3,317,222,58)                         |            | 17,405.11 | 77 (20) (4)    | (10,002,01) | 140,404,00      | (30,74,700) | (40,026,040) | (648.638.64) | (66 989 72)          | 15 044 O51       | 1               | (425 950 00) | (689, 110,58)           | (167,439.61)                               | (11,920.76)               | (40,971.30)    | (27,266.44) | 140.000,011  | 104,000,00      | 10,020,00/  | (00,003,57   | 173 CCE 73C | (504.571.97)   | (32,913.30)                      | (130,894,18) | 86,303,86      | (20,250.50)  | (9,752.22) | (157,464.24)      | (9,5/2,11) |                |              |            |      |     | Balance<br>Prev. Audit                |             |
| 1,853,621.24                           |            | 1,,007,1  | 7 /50 11       | 10,200,00   | 12 228 20       | 200,172,000 | 00 747 00F   | F/B 029 04   | 66,989.72            | 16.044.05        |                 |              |                         |  | 11,920.76                 | 26,065,89      | 27,266.44   | 77.0 /5'51 ( | 442 576 33      |             | FO 1,000,000 | 25 CEE 95C  | 24,171,97      |                                  | 86,303.86    |                | 20,250,50    | 7,285.26   | 157,484.24        | 11.775'8   |                |              |            |      |     | Total Amount<br>Authorized            |             |
| 0.00                                   |            |           |                |             |                 |             |              |              |                      | •                |                 |              |                         |  |                           |                |             |              |                 |             |              |             |                |                                  |              |                |              |            |                   |            |                |              |            |      |     | Adjustments                           |             |
| 276,253,73                             |            |           |                |             |                 |             |              |              |                      |                  |                 |              |                         | 12,844.70                                  |                           | 14,505,41      | 2000        |              |                 |             | 5,600,00     |             | 165,400,00     | 32,913.30                        | 44,590.32    |                |              |            |                   |            |                |              |            |      |     | Other<br>Receipts                     |             |
| (1,187,347,61)                         | 0.00       | 0,00      | 0.00           | 0.00        | 0.00            | 148.484.50  | 0,00         | 0.00         | 0.00                 | . 0.00           | 0.00            | (425,950.00) | (689,110,58)            | (154,594,91)                               | 0.00                      | 0.00           | 0.00        | 0.00         | 220.68          | 164,685,80  | 80.00        | 0.00        | (315,000.00)   | 0.00                             | 0,00         | 86,303,86      | 0,00         | (2,400.50) | 77 AGE 061        | 0.00       | 0.00           | 000          | 0.00       | 0,00 |     | Total Funds<br>Available              |             |
| 112,844.70                             |            |           |                |             |                 |             |              |              | 112,844.70           |                  |                 |              |                         |  |                           |                |             |              |                 |             |              |             |                |                                  |              |                |              |            |                   |            |                |              |            |      |     | Total<br>Disbursements                |             |
| 399,694,84                             |            |           |                |             |                 | 148,484,50  |              |              |                      |                  |                 |              |                         |  |                           |                |             |              | 220.68          | 154,685.80  |              |             |                |                                  |              | 00,000,00      | 88 202 88    |            |                   |            |                |              |            |      |     | Unobligated Balance (Credits)         | Surpline to |
| (1,689,887,15)                         | 0.00       | 0,00      | 0.00           | 0.00        | 0,00            | 0,00        | 0.00         | 0.00         | (112,844,70)         |                  | 0.00            | (00,008,024) | (002,1,0,00)            | (154,594.91)                               |                           | 0.00           | 0.00        | 0.00         | 0.00            | 0.00        | 80.00        | 0.00        | (315,000,00)   |                                  | 0.00         | 0.00           |              | 0.00       | (2.466.96)        | 0.00       | 0.00           | 0,00         | 0.00       | 0.00 | 000 | Unexpended<br>Balance                 |             |
| 6,436,164.07                           | 225 101 07 |           | 7,469.11       | 541,757.21  | 15,238,50       | 437,172.50  | 360,742,00   | 648,928,04   | 182,130.32           | 16,044.03        | 1001100         | 423,530,00   | 425 050 00              | 739,439.61                                 |                           | 11.920.76      | 202,984,65  | 27,266,44    | 113,355,54      | 714,088.83  | 95,700.00    | 200,303,50  | 90 535 330     | 4 437 746 30                     | 32 913 30    | 130.894.16     | 1 473 969 14 | 20,250,50  | 9,752.22          | 157,464.24 | 9,572.11       |              |            |      |     | Prev.<br>Accumulated<br>Disbursements |             |
| 0,011,040,11                           | 0.00       | 0.00      | 7,469.11       | 541,/5/,21  | 15,238,50       | 437,172,50  | 360,742.00   | 040,920,04   | Z94,970.04 AUII 2000 | 20, 47,00        | 10,040,05       | 00.00        | 425 950 00              | 739,439.61                                 |                           | 11,920,76      | 202,984.65  | 27,266.44    | 113,355.54      | 7 14,000,00 |              | 20,000,000  | 50 555 35C     | 1 137 716 29                     | 32,913,30    | 130,894,18     | 1,473,969.14 | 20,250,50  | 9,752,22          | 157,464,24 | 9,572.11       | 0.00         | 2.00       | 000  | 000 | Total Accumulated Disbursements       |             |
|  |            | _1        |                | 1           |                 |             |              |              | aun zoou             | 1 2005           | _1_             | (            | AUTH \$ 425950.00 IN 05 | \$12844,70 IN 05<br>AUTH \$689110.58 IN 05 | AUTH \$ 167439.61/ CREDIT |                | -           |              |                 | •           | CWEC CO CIWY |             |                | aimort paving over several years |              |                |              |            | reimburse in 2005 |            |                | •            | •          |      |     |                                       |             |

### SUMMARY OF MOTOR FUEL TAX FUND TRANSACTIONS BY SECTIONS AND CATEGORIES

ILLINOIS DEPARTMENT OF TRANSPORTATION

|      | WOW.        | SNE         | 00-00181-00-FP | ENG                           | 00-00180-00-RS | ROW         | ENG                 | 00-00143-01-9VX | מאומים מים אומים         | CND  | SA-BU-UE FUUTUO | ROW         | ENG         | 99-00140-02-WR | ROW         | ENG         | 99-00057-09-DR | ROW       | ENG        | 99-00057-08-WR | ENG        | 99-00046-11-RS | ROW  | ENG         | 99-00-44-UD-VVX | ENG CNG      | 22-0000 -00-1 E | 00-0007-00-EI | מאכם האנם | 98-00174-00-RS | 100 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | Find Dans # 1    |       | 0   | SECTION        |              | Page # 2 |   |
|------|-------------|-------------|----------------|-------------------------------|----------------|-------------|---------------------|-----------------|--------------------------|--|-----------------|-------------|-------------|----------------|-------------|-------------|----------------|-----------|------------|----------------|------------|----------------|--|-------------|-----------------|--------------|-----------------|---------------|-----------|----------------|---|------------------|-------|---|----------------|--------------|----------|---|
|      | (43.20      |             | (331,9         |                               |                | (20,150.00) | (83,634.72)         |                 | 7/1 055 72               |  |                 | (23,423,30) | (72,515,14) | 282,471.68     | (42,650,00) |             |                |           | (56,400.75 |                | (25        |                | (60,415.05)                                  | (9),039,03) | <u> </u>        |              | Ž,              |               |           | 137.453.18     |   | B5 CCC 715 E/    |       | Prev. Audit                                   | Balance        |              | 2        | MCLEAN COUNTY                                     |
|      | 43 200 00)  | 1.45)       | 19,10)         | (64.16)                       | 19.19)         | 0.00)       | 14.12)              | 170             | 77                       | 1 200  |                 |             | 5.14)       | 1.68           |             |             | _              |           | 0.75)      |                | (259.98)   |                | 3.09)  | 9.03        | 200             | 3 150        | 3 020           | (820 BS)      | 3 541     | 3.18           |   |                  |       |   |                |              |          | TY  |
|      |             |             |                | 64.16                         | 17,109,19      |             |                     |                 |                          | 11.941.20  |                 | 23,423,30   | 72,615.14   |                | 109,560.00  | 47,198.68   |                |           |            | 10,444,35      | 4.284.08   |                |  | 1           |                 |              |                 | 1             | 4 193 54  |                |   | 1 853 621 24     |       |   | Total Amount , |              |          |   |
|      | 1,700,00    |             |                |                               |                | (1,700,00)  | 14 700 000          |                 |                          |  |                 |             |             |                |             | (28,297.50) |                |           | nc.767'97  |                |            |                |  |             |                 |              |                 |               |           |                |   | 0.00             |       |   | Adjustments    |              |          | Audit Peri  |
|      |             |             | 643,024.61     |                               |                |             |                     |                 |                          |  |                 |             |             | 21,210,00      | 2,300.00    |             |                |           |            |                |            |                |  |             |                 | 5.689.43     | 54,633,02       | 620.85        |           |                |   | 276,253.73       |       | Keceljits                                     | Other          |              |          | od: January 1,                                    |
| 0,00 | (41,500,00) | (11,221.45) | 311,105.51     | 0,00                          | 0,00           | 21,000,00   | (24 850 00)         | (83.634.72)     | 741,955.72               | 0.00   | 0.00            | 0.00        | 0.00        | 303,581,00     | 00.012,60   | (22,932,70  | 000.00         | 0.00      | 120,100,20 | 010,444,00     | 7,027,10   | 4 024 10       | 0.00   | (60.413.69) | (91,539,63)     | (355,452,72) | 0.00            | 0.00          | 0.00      | 137,453,18     | 0.00                                    | (1, 187, 347.61) | 0.00  | Avaitable                                     | otal Funds     | 1            |          | Audit Period: January 1, 2004 - December 31, 2004 |
|      |             | 9,269.53    | 22             |                               |                |             |                     |                 | 235,931.08               |  |                 |             |             |                | 11,010,00   | 74.040.00   | 1071           | 07,070,00 | 00 070 PE  | 18 526 70      | Ţ          |                | 2 628.03                                     | 1,246,88    |                 |              |                 |               |           |                |   | 112,844.70       |       | Dispulsellienes                               | Dichurgaments  | 1            |          | 1 31, 2004  |
|      |             |             |                |                               |                |             |                     |                 |                          |  |                 |             |             | 000,00         | 203 581 68  |             |                |           |            |                |            |                |  |             |                 |              |                 |               |           | 137,453.18     |   | 399,694.84       |       | (Credits)                                     | Balance        | Surplus to   |          |   |
| 0.00 | (41,500,00) | 05.05+,021  | 720,400,10     | 17 455 10                     | 000            | 0.00        | (21,650.00)         | (89,145.00      | 506,024.64               | 0.00   | 0.00            | 0.00        |             | 000            | 0.00        | (1,800.00)  | 77 BOS 81      | 0.00      | (34,040.00 | (46.630.04)    | 427,778.38 | (13,572,09     | (2,628,03                                    | (61,660.57) | (91,539.63)     | (355,452.72) | 0.00            | 0.00          | 0.00      | 0.00           | 0.00                                    | (1,699,887.15)   | 0.00  |   | Balance        | l inevnended |          |   |
|      | 41,420,00   | Ī           | 27 FCC 17      | Ī                             | 19.585.01      |             |                     |                 | 8,044.28                 |  |                 | 20,720,00   | Ī           |                |             |             | 70 221 38      |           |            | 28,103,25      | į          | 259.98         |  |             | 1               |              |                 | Ī             | 4,183,34  | 54.707.73      | 70 777 70                               | 8,458,184.07     | Γ     | Disbursements                                 | Accumulated    | Prev.        |          | Oddie Kobone son                                  |
|      | 11:4        | †           | Ţ              | ٠,                            |                | m           |                     |                 | Ī                        |  | Ť               | 1           |             | 72,515.14      |             | 113,860,00  | 1              | 0.00      |            |                | 182,665,97 |                |  | 62,249.09   |                 |              |                 | \<br> .       |           |                | 00.00                                   | 6,5/1,026.//     | 0.00  | Dispursein                                    | -              | Total        |          | •   |
| s jā | 5   6       | 5           | 20.490.98      | 11 REIMB \$335,736,37 IN 2005 | <u> </u>       | <u>o</u>    | 21,850,00 auth 2005 | ים מנה בטטס     | 243,975,38   credit 2003 | n   100   10 | <u> </u>        | 일.          |             | 4              | 2           | <u>•</u>    | 9              |           | Įo.        | 4              | 7          | 7              | <u>                                     </u> |             |                 | 9            |                 | <u> </u>      | <u> </u>  | <u>- I</u>     | <u> </u>                                | <u>'!</u>        | 4   C | <u>, II                                  </u> | •              |              | _        |   |

### SUMMARY OF MOTOR FUEL TAX FUND TRANSACTIONS BY SECTIONS AND CATEGORIES

Audit Period: January 1, 2004 - December 31, 2004

ILLINOIS DEPARTMENT OF TRANSPORTATION

Page#3

MCLEAN COUNTY

Audit Report No. 71

|                                      | 19,262,555.77         | 15,791,907.72  | (1,064,279,24) | 1,265,368.24 | 3,470,648.05  | 3,671,737.05 | 1.791.431.64 | 0.00        | 5 751 854 80 | 73 871 540 30  | *************************************** |
|--------------------------------------|-----------------------|----------------|----------------|--------------|---------------|--------------|--------------|-------------|--------------|----------------|---|
|                                      | 0.00                  |                | 0,00           |              |               | 0,00         |              |             |              |                |   |
|                                      | 0.00                  |                | 0.00           |              |               | 0.00         |              |             |              |                |   |
|                                      | 9,00                  |                | 0.00           |              |               | 0.00         |              |             |              |                |   |
|                                      | 200                   |                | 0.00           |              |               | 0.00         |              |             |              |                |   |
|                                      | 0.00                  |                | 0.00           |              |               | 0.00         |              |             |              |                |   |
|                                      | 0.00                  |                | 0.00           |              |               | 0.00         |              |             |              |                |   |
|                                      | 0.00                  |                | 0.00           |              |               | 0,00         |              |             |              |                |   |
|                                      | 0.00                  |                | 0.00           |              |               | 0.00         |              |             |              |                |   |
|                                      | 0.00                  |                | 0.00           |              |               | 0.00         |              |             |              |                |   |
|                                      | 0.00                  |                | 0.00           |              |               | 0.00         |              |             |              |                | <u> </u>                                |
|                                      | 8,0/3,/0              |                | (9,673,78)     |              | 9,673.78      | 0.00         |              |             |              |                | ENG<br>COLOGICA                         |
|                                      | 426,681,22            |                | 286,487.30     |              | 426,881.22    | 713,368.52   |              |             | 713 368 52   |                | SG-DU-DE MO-YO                          |
|                                      | 4,7/9.89              |                | (4,779.89)     |              | 4,779.89      | 0.00         |              |             |              |                | ENIO IN                                 |
|                                      | 0.00                  |                | 0.00           |              |               | 0.00         |              |             |              |                | 04-00122-03-BS                          |
|                                      | 0.00                  |                | (61.620)       |              | 628.19        | 0.00         |              |             |              |                | ENG                                     |
|                                      | 628 10                |                | 0.00           |              |               | 0,00         |              |             |              |                | 03-00182-00-RS                          |
|                                      | 000                   | •              | (1,100.10)     |              | 4,435.43      | 0.00         |              |             |              |                | ENG                                     |
|                                      | 4 438.45              |                | 10,070,00      |              | 2/4,508./0    | 290,584.20   |              |             | 290,584,20   |                | 03-00149-02-RS                          |
|                                      | 274 FOR 70            | 11,011,00      | 100,020,007    |              | 147,906,32    | (12,022.56)  |              |             |              | (12,022.56)    | ENG                                     |
|                                      | 159.929.08            | 12 022 56      | /450 000 0A)   |              | 127.000       | 0.00         |              |             |              |                | 03-00148-02-AS                          |
|                                      | 0.00                  |                | 0.00           |              | 440.00        | 0.00         |              |             | 217.99       | (217.99)       | ENG                                     |
|                                      | 663.07                | 217.99         | (445 08)       |              | 445.08        | 0.00         |              |             |              |                | 03-00135-05-RS                          |
|                                      | 0.00                  |                | 0.00           |              | 6,000,10      | 1,077.10     |              |             | 75,808,57    | (1,324.39)     | ENG                                     |
| 10,423.87 AUTH \$7,455.30 IN 05      | 10,423.87             | 1,324.39       | 7.455.30)      |              | 9 099 48      | 1 844 18     |              |             | 506,867,54   |                | 03-00071-02-WR                          |
| 16,924.02   CREDIT \$489943.52 IN 05 | 16,924.02             |                | 489,943.52     |              | 16 924 02     | 506 BS7 54   |              |             | 0,040.10     | (0,040,10)     | ENG                                     |
|                                      | 5,645,15              | 5,645.15       | 0.00           |              |               | 0.00         |              |             | 20,047,00    | (134,335,41)   | 03-00134-04-135                         |
|                                      | 365,693.73            | 365,693,73     | 0.00           | 30,788,54    |               | 30.788.54    |              |             | 122 247 05   | יייי משו איניי | DO SOLING                               |
| auth 2005                            | 15,439,54 auth 2005   | 15,439,54      | (15,439.54)    |              |               | (15,439.54)  |              |             |              | 15.136.13      | 144-40-00-01-VAV                        |
| aun zuus                             | 213,482.13 Jauin 2005 | 213,482.13     | (1,192.13)     |              |               | (1.192.13)   |              |             |              | 74 103 131     | CAGO CAME                               |
|                                      | 51.07                 |                | (51.07)        |              | 51.07         | 0,00         |              |             |              |                | ENG.                                    |
|                                      | 9.00                  |                | 0.00           |              |               | 0.00         |              |             |              |                | 02 00460 04 00                          |
|                                      | 0,00                  |                | 0.00           |              |               | 0.00         |              |             | 1            |                | ENIO COLO                               |
|                                      | 1,300,100,00          | 393,750,00     | (65,625,00)    | 393,750.00   | 1,575,000.00  | 1,903,125.00 | 787,500.00   |             | 1.312.500.00 | /196 875 00)   | 01_00071.06-89                          |
|                                      | 00 035 030 7          | 14,122,17      | (14,122,47)    |              |               | (14,122.47)  |              |             |              | (14.122.47)    | ENG                                     |
|                                      | 14.400.47             | 2,743,30       | (16.2/1.68)    |              | 10,528,68     | (5,743.00)   |              |             |              | (5.743.00)     | 01-00047-08-RS                          |
|                                      | 10,724,240,70         | 14,/04,400,/0  | (1,555,733,90) | 840,829,70   | 989,782,97    | 273,878.77   | 1,003,931.64 | 0.00        | 2,754,354.88 | (3,484,407.75) | from Page #2                            |
|                                      | E4 070 72             | 37, 33, 137, 1 | 0.00           |              |               | 0.00         |              |             |              |                |   |
|                                      | 0.00                  |                |                | (Cilcula)    |               |              |              |             |              |                |   |
|                                      | Disbursements         | Disbursements  |                | Balance      | Disbursements | Available    | Receipts     | Adjustments | Authorized   | Prev. Audit    | SECTION                                 |
|                                      | Accumulated 1         | Prev.          | Unexpended     | Unobligated  | Total         | Total Funds  | Other        |             | Total Amount |                |   |
|                                      | T.                    | ,              |                | Surplus to   |               |              |              |             |              |                |   |

## SUMMARY OF MOTOR FUEL TAX FUND TRANSACTIONS BY SECTIONS AND CATEGORIES

ILLINOIS DEPARTMENT OF TRANSPORTATION

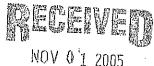
Page#4

Audit Period: January 1, 2004 - December 31, 2004

Audit Report No. 71

| XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |      | 0a-00000-01-AC OTHER | O THEN     | OTHER | emoneous   | Dep error    | 1                   | 04-00000-00-AC | 03-00000-00-AC | 02-00000-00-AC | INTEREST  |      |      | 05-00000-00-CS | 04-00000-00-CS | 03-00000-00-CS | 00-0000-00-03 | 20 0000 00 00 | SUPT SALARY |      |      |          |              |      |                |             | ENG  | 05-00000-00-GM | ENG        | 04-00000-00-GM       |              | ENG                          | 03-00000-00-BM | WOUNT LIVER OF | MAINTENANCE  |      | from Page #3      |                |      | SECTION                      |             |  |
|--|------|----------------------|------------|-------|------------|--------------|---------------------|----------------|----------------|----------------|-----------|------|------|----------------|----------------|----------------|---------------|---------------|-------------|------|------|----------|--------------|------|----------------|-------------|------|----------------|------------|----------------------|--------------|------------------------------|----------------|----------------|--------------|------|-------------------|----------------|------|------------------------------|-------------|--|
| (1,413,383,16)                         |      |                      |            |       |            | 2,354.59     |                     |                | 9,232.12       | 36,938.24      |           |      |      |                | 97,613.12      | 4,048.86       | (00,00)       | NOO VEEN      |             |      |      |          |              |      |                |             |      |                | 115,000.00 | 1,685,000.00         |              | 20,269.19                    | 100,000        | ******         |              |      | (3,871,549.39)    |                |      | Balance<br>Prev. Audit       |             |  |
| 5,751,923.33                           |      |                      |            |       |            |              |                     |                |                |                |           |      |      |                |                | 00,00          | 200           |               |             |      |      |          |              |      |                |             |      |                |            |                      |              |                              |                |                |              |      | 5,751,854.80      |                |      | Jotal Amount<br>Authorized   |             |  |
| 0.00                                   |      |                      |            |       |            |              |                     |                |                |                |           |      |      |                |                |                |               |               |             |      |      |          |              |      |                |             |      |                |            |                      |              |                              |                |                | ļ            |      | 0.00              |                |      | Adjustments                  |             |  |
| 2,184,938.50                           |      |                      | 389.011.00 |       |            | 33,54        |                     | 4,132.32       |                |                |           |      |      |                |                |                |               | 330.00        |             |      |      |          |              |      |                |             |      |                |            |                      |              |                              |                |                |              |      | 1,791,431.64      |                |      | Receipts                     | 2           |  |
| 6,523,478.67                           | 0.00 | 0.00                 | 389,011.00 | 0.00  | 0.00       | 2,386.13     | 0.00                | 4,132.32       | 9,232,12       | 36,938.29      | 0.00      | 0.00 | 0.00 | 0.00           | 0.00           | 47 613 12      | 4 117 39      | 0.00          | 0.00        | 0.00 | 0.00 | 0.00     | 0.00         | 0.00 | 0.00           | 0.00        | 0.00 | 0.00           | 00.00      | 1,000,000            | 1 665 000 00 | 20,200.10                    | D1 090 10      | 488,040.11     | 0.00         | 0.00 | 3,671,737.05      | 0.00           | 000  | Available                    | Total Funds |  |
| 5,243,236,21                           |      |                      |            |       | 1,205,41   | ļ            |                     |                |                |                |           |      |      |                |                | 94 133.26      |               |               |             |      |      |          |              |      |                |             |      |                | 21,210,00  | 131 315 56           | 1 318 860 57 |                              |                | 237,089,36     |              |      | 3,470,648.05      |                |      | Disbursements                | Total       |  |
| 1,976,895.17                           |      |                      | 389,011.00 |       |            |              |                     | 1,0000,1       | 1 20215        | 27.000.00      | 76 850 35 |      |      |                |                |                | 4.117.39      |               |             |      |      |          |              |      |                |             |      |                |            |                      |              |                              | 20.269.19      | 250,950.75     |              |      | \$7'00C'C07'(     | , nee aea 24   |      | Balance<br>(Credits)         | Surpius to  |  |
| (696,652.71)                           | 0,00 | 0.00                 | 0.00       | 0.00  | 11,5003,11 | 74 DRG 441   | 2 388 13            | 0,11,100       | 3 124 08       | 0.00           | 0.00      | 0.00 | 0.00 | 0.00           | 0.00           | 3,479.86       | 0.00          | 00.0          | 0.00        | 200  | 0.00 | 0.00     | 0.00         | 0.00 | 0.00           | 0.00        | 0.00 | 0.00           | 0.00       | (6.215.56)           | 366,139,43   |                              | 0.00           | 0.00           | 0.00         | 0.00 | (1,007,213,400,1) | 14 064 370 341 | 0.00 | Balance                      | Unexpended  |  |
| 17,157,033,51                          |      |                      |            |       |            |              |                     |                |                |                |           |      |      |                |                |                | 90,265.59     | 00,100,00     | 02 400 50   |      |      |          |              |      |                |             |      |                |            |                      |              | ļ                            | 89,730.81      | 1,101,959,89   |              |      | 10,101,001,12     | 45 791 907 72  |      | Accumulated<br>Disbursements | Prev.       |  |
| 22,400,269,72                          | 0.00 | 0.00                 | 0.00       | 200   | 000        | 1.289.41     | 0.00                | 0.00           | 0.00           | 0.00           | 0,00      | 0,00 | 0.00 | 0.00           | 0.00           | 94,133.26      | 90,265,59     | 00,100,00     | 83 169 50   | 000  | 0.00 | 0.00     | 0.00         | 0.00 | 0.00           | 000         | 0.00 | 0,00           | 0.00       | 121,215.56 auth 2005 | 1,318,860.57 |                              | 18.730.81      | C7.650'BCC'L   | 4 430 070 72 | 000  | 0.00              | 19.262.555.77  | 0.00 | Disbursements                | Total       |  |
|  |      |                      |            |       | <u> </u>   | reim in 2005 | transfer/reimb 2005 |                | <u> </u>       |                |           |      |      |                |                | CREDIT 05      |               | <u></u>       |             |      |      | <u> </u> | <del>/</del> |      | <del>-4.</del> | <del></del> |      |                | <u> </u>   | auth 2005            | credited     | pd 500.23 in 2005/credit vs. |                |                | •            |      | •                 |                |      | 1                            |             |  |





MCLEAN CO. HIGHWAY DEFT.

October 21, 2005

Mr. John E. Mitchell McLean County Engineer 102 S. Towanda Barnes Road Bloomington, IL 61704

Dear Mr. Mitchell:

Enclosed is a copy of Audit Report Supplemental No. 52 covering the receipt and disbursement of Township Bridge Program funds by your county's road districts for the period beginning January 1, 2004 and ending December 31, 2004.

PLEASE REFER TO BLR 7402 OF THE AUDIT FOR THE AUDITOR'S COMMENTS.

This report should be presented to the County Board at its first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

Sincerely,

Gregory L. Mounts, P.E. Deputy Director of Highways Region Two Engineer

By: James R. Threadgill III, P.E.

District Local Roads & Streets Engineer

cc: Debra Baxter, MFT Auditor

### AUOIT

| Agency McGay Courts Road                                  | L Districts Tourship Bridge  |
|---|------------------------------|
| Audit for:  | Audit Year<br>2004           |
| ✓ Motor Fast Tax  ✓ Township Bridge  ☐ Special Assessment | Audit Number  Lyphenestal 52 |
| ☐ G.O. Bond Issue ☐ MFT Fund Bond Issue                   | Date 8-25-05                 |



## ILLINOIS DEPARTMENT OF TRANSPORTATION

AUDITOR'S CERTIFICATE Supplemental AUDIT REPORT NO. 52

# MCLEAN COUNTY ROAD DISTRICTS TOWNSHIP BRIDGE

and disbursement of the Township Bridge Funds of MCLEAN County Road Districts for the period beginning Jan. 1, 2004 supported by canceled warrants or checks with exceptions noted in the audit findings. agreement with the records maintained by the Department of Transportation and that entries for disbursements are and ending Dec. 31, 2004, and that entries for receipts in these books and records are true and correct and are in We hereby certify that we have audited the books and records in so far as they pertain to the receipt

Board maintained by the County Clerk and have found them to be in accordance therewith exceptions canceled warrants, that we have examined and checked the records to the County Clerk and County Treasurer, noted in the audit findings have compared the expenditures listed in the warrant registers of those offices against the minutes of the County We further certify that we have verified entries in the claim registers with the original claims and

REVIEWED AND APPROVED BY

Auditor

Astrict Local Roads and Streets Enginee

17

Date:

BLR 7401

# MCLEAN COUNTY ROAD DISTRICTS TOWNSHIP BRIDGE

Audit Period: Jan. 1, 2004 to Dec. 31, 2004

To determine the status of Township Bridge Funds as of Dec. 31,

2004

Purpose of Audit:

\$4,252.50 received as follows:

The other receipts to the Township Bridge Fund were

2004

Interest

Reimbursement Bank error

\$4,210.16 \$0.82 41.52

Total received:

\$4,252.50

Final reports were on file for the following sections:

96-18127-00-BR

Adequate records are available to support Fund activity.

This Audit was done on a selective sampling basis.

SIGNED

BLR 7402 (Rev. 1-90)

18

### Supplemental AUDIT REPORT NO. 52

# MCLEAN COUNTY ROAD DISTRICTS TOWNSHIP BRIDGE

| Subtraction's | Additions - check   | Add Outstanding investments | Deduct Outstanding Warrants | Balance in Fund per Ba                             | Bank Reconciliation | Unexpended Balance | Surplus (Credits) | Disbursements | Total        | Other Receipts | Approved Authorizations | Total MFT Funds | Allocations | Balance Previous Audit | Fund Balance                            |  |                 |
|---------------|---|-----------------------------|-----------------------------|--|---------------------|--------------------|-------------------|---------------|--------------|----------------|-------------------------|-----------------|-------------|------------------------|---|--|-----------------|
|               | Additions - check depoisted for different amount than written for | investments                 | ing Warrants                | Balance in Fund per Bank Certificate Dec. 31, 2004 | <u>l</u>            | 127,232.42         | 49,440.14         |               | 77,792.28    |                | (628,174.88)            | 705,967.16      | 628,739.49  | 77,227.67              | Unobligated                             | Audit Period Ja                            |                 |
|               | mount than written for  |                             |                             | 004  |                     | 1,262,941.60       | (49,440.14)       | 26,597.77     | 1,338,979.51 | 4,252.50       | 628,174.88              | 706,552.13      | 0.00        | 706,552.13             | Obligated                               | Audit Period Jan., 1, 2004 - Dec. 31, 2004 |                 |
|               | 0.03  | 1,233,654.00                |                             | 156,519.99   |                     | 1,390,174.02       | 0.00              | 26,597.77     | 1,416,771.79 | 4,252.50       | 0.00                    | 1,412,519.29    | 628,739.49  | 783,779.80             |   |  |                 |
|               |   |                             |                             |  |                     |                    |                   |               |              |                | - Annual tra            |                 | ,           |                        | Odiotain                                | Dustatand                                  | Date:           |
|               |   |                             |                             |  |                     |                    |                   | ,             | -            |                |                         |                 |             |                        | 100000000000000000000000000000000000000 | utstanding Warrants                        | August 25, 2005 |
|               |   |                             |                             |  |                     |                    |                   |               |              |                |                         |                 |             |                        |   |  | ซี              |

BLR 7403 (Rev. 1/90) IL 494-0654

Certified Correct

Auditor

1,390,174.02

Net Balance in Account Dec. 31, 2004

19



### County Maintenance Resolution Sec. 06-00000-00-GM

| RESOLVED, by the County board of<br>s appropriated from the Motor Fuel Tax<br>requirements of the Illinois Highway Co | callotment for the maintenance on county or Sta   | County, that <u>\$1,750,000,00</u><br>ate highways and meeting the |
|---|---|--|
|   | s or patrols be maintained under the provision of<br>December 31, <u>2006</u> , and be it furth   |  |
| the period as given above, submit to the  | County Superintendent of Highways shall, as so<br>e Department of Transportation, on forms furnis<br>and balances remaining in funds authorized for e<br>er | hed by said Department, a certified                                |
| RESOLVED , that the County Clerk is hof the Department of Transportation.   | nereby directed to transmit two certified copies o  | f this resolution to the district office                           |
|   | Michael F. Sweeney, McLean (  | County Board Chairman (date)                                       |
| Authorized MFT Expenditure  | STATE OF ILLINOIS  McLean Co  | ounty, } ss.   |
|   | I, Peggy Ann Milton Coun in the State aforesaid, and keeper of the reby statute, do hereby certify the foregoing copy of a resolution adopted by the County | to be a true, perfect and complete                                 |
| Date  | McLean Cou  meeting held at Bloomington, IL  on December 20, 2005   | ntv. at itsmonthly   |
| Department of Transportation  | IN TESTIMONY WHEREOF, I have her affixed the seal of said County at my office   | in Bloomington, IL   |
| Recional Engineer   | in said County, this day of   | A.D. <u>2005</u>   |
|   | (SEAL)  | County Clerk.  |

BLR 14220 (Rev. 7/05)



### County or Township Estimate of Maintenance Costs

|                                       |                          |                             |  | ounty          | McLe    | ean                 |                           |
|---------------------------------------|--------------------------|-----------------------------|--|----------------|---------|---------------------|---------------------------|
|                                       |                          | <i>,</i>                    | Road D   |                | 06 - 1  | 00000 - 00 - GM     |                           |
|                                       |                          |                             | 06   | CHOII .        | 00-     | 00000 - 00 - Oly    | -                         |
| B 1 2 11 15 11 1                      | 0 =                      | Estimated Costs             |  |                |         |                     | •                         |
| Day Labor/Labor                       |                          | \$740,000.00                |  | ,              |         | 05454               |                           |
| Day Labor Materia                     | als*                     | \$868,567.50                |  |                | - PA    | GE 1 of 4 -         |                           |
| Contract Total Estimated M            | Maintonanco Cost         | \$1,608,567.50              |  |                |         |                     |                           |
| Maintenance Eng                       |                          | \$95,000.00                 |  |                |         |                     |                           |
| Mantenanoc Eng                        |                          |                             | intenance  | & End          | ineeri  | ing Total Cost      | \$1,703,567,50            |
|                                       |                          |                             |  |                | ,       | g                   | <u>. T </u>               |
| *List Materia                         | als for Day Labor Mainte |                             |  |                |         |                     |                           |
|                                       |                          |                             | Material   |                |         | ,                   |                           |
| Maintenance                           |                          | e of Materials/             | <b>.</b>   | _              |         |                     |                           |
| Operation                             | Po                       | nt of Delivery              | Unit   | Qua            | ntity   | Unit Price          | Cost                      |
|                                       |                          |                             |  |                |         |                     |                           |
| Group 2                               |                          |                             |  |                |         |                     |                           |
| Seal                                  |                          | als CRS-2 (On Road)         | Gallon   | 5050           |         | \$1.35              | \$68,175.00               |
| Seal                                  | Bituminous Materia       |                             | Gallon   | 6100           |         | \$1.70              | \$103,700.00              |
| Seal                                  |                          | A-14 (Load & Spread)        | SY   | 1160           | UU      | \$0.20              | \$23,200.00               |
| Seal                                  |                          | -15/16 (Furn & Spread)      | Ton<br>SY  | 540<br>5350    | 10      | \$27.00<br>\$0.18   | \$14,580.00<br>\$9,630.00 |
| Seal                                  |                          | -15/16 (Load & Spread)      | SY   | 1160           |         | \$0.18              | \$20,880.00               |
| Seal                                  | Seal Coat Agg Sla        | g (Loau & Spreau)           | 31   | 1100           |         | φυ.10               | Ψ20,000.00                |
| Group 3                               |                          |                             |  |                |         |                     |                           |
| Chipping                              | Seal Coat Agg CA         | -15/16 (On Truck)           | Ton  | 500            |         | \$8.15              | \$4,075.00                |
| Chipping                              | Ocal Ocal rigg Cr        | 10/10 (011 11401)           |  | 1              |         |                     |                           |
| Group 4                               |                          |                             |  |                |         |                     |                           |
| Shoulder & Surf                       | CA-6 or CA-10 (O         | n Truck)                    | Ton  | 4000           | )       | \$7.85              | \$31,400.00               |
|                                       |                          |                             |  |                |         |                     |                           |
| Group 4A                              |                          |                             |  | 1              |         |                     |                           |
| Shoulder & Surf                       | Bituminous Milling       | s (CA-6 or CA-10)(On Truck) | Ton  | 500            |         | \$10.30             | \$5,150.00                |
| · · · · · · · · · · · · · · · · · · · |                          |                             | ļ <u></u>  | ļ-—-           |         |                     |                           |
| Group 5                               |                          | . (O = 1)                   |  | 200            |         | Ф7 7E               | \$2.225.00                |
| Bank Protection                       | Rip Rap Gradation        | 1 (On Truck)                | Ton  | 300            |         | \$7.75              | \$2,325.00                |
|                                       |                          |                             | ļ  | <del> </del>   |         |                     |                           |
| Group 5A                              | Carebad Coporate         | Rip Rap Grad 1 (On Truck)   | Ton  | 400            |         | \$9.25              | \$3,700.00                |
| Bank Protection                       | Crusned Concrete         | Rip Rap Grad 1 (On Truck)   | 1011   | 1400           |         | ψυ,χυ               | ψΒ,1 00.00                |
|                                       |                          |                             | <del>                                     </del> | <del>  -</del> |         |                     |                           |
|                                       | Total Material Cos       | t                           |  | <u> </u>       |         |                     | \$286,815.00              |
| <del></del> -                         | 1 Otal Material God      |                             | A  | 1              |         |                     |                           |
| Submitted                             |                          | · ·                         | Approv   | vea            |         | Date                |                           |
|                                       | Date                     |                             |  | $\mathcal{A}$  | <~      | 1                   | ()                        |
|                                       |                          |                             | •  | 1/5            |         | - Mil               |                           |
| Н                                     | ighway Commissioner      |                             |  | 7 0            | ounty E | ngineer/Supt. of Hi | ghways                    |
|                                       |                          |                             |  | ,              |         |                     |                           |
|                                       |                          |                             | Approv   | ved _          |         | ·····               | ·                         |
|                                       |                          |                             |  | -              |         | Date                |                           |
| Submit 4 copies for F                 | Pond Dietriote           |                             |  |                |         |                     |                           |
| *                                     |                          |                             |  | <del></del>    |         | Regional Engineer   |                           |
| Submit 3 copies for (                 | Journy                   |                             |  |                |         | -                   |                           |
| Page 1 of 1                           |                          | •                           |  |                |         |                     | BLR 14221 (Rev. 7/05)     |
| Printed on 11/29/200                  | D 5:28:05 PM             |                             |  |                |         |                     |                           |



### County or Township Estimate of Maintenance Costs

|                                    |   |  | ounty McL                             | ean                                     |                             |
|------------------------------------|---|--|---------------------------------------|---|-----------------------------|
|                                    |   | Road D   |                                       | -                                       |                             |
| b.                                 |   | Se   | ection 06 -                           | 00000 - 00 - GM                         |                             |
|                                    | Estimated Costs                             |  |                                       |   |                             |
| Day Labor/Labor                    |   |  |                                       |   |                             |
| Day Labor Mate                     |   |  | D.A                                   | GE 2 of 4 -                             |                             |
| Day Labor Male<br>Contract         |   |  | - PA                                  | GE 2 01 4 -                             |                             |
|                                    | Maintenance Cost                            |  |                                       |   |                             |
| rotai ⊑stimated<br>Maintenance En  |   |  |                                       |   |                             |
| viaintenance En                    |   | nintononoc                                       | 2 Enginoor                            | ing Total Cost                          |                             |
|                                    | Ivid  | antenance  | a d Lingineer                         | ing rotal Cost _                        |                             |
| *List Mate                         | rials for Day Labor Maintenance Operations  |  |                                       |   |                             |
|                                    |   | Material   |                                       |   |                             |
| Maintenance                        | Type of Materials/                          |  |                                       |   |                             |
| Operation                          | Point of Delivery                           | Unit   | Quantity                              | Unit Price                              | , Cost                      |
| <del></del>                        | (Carried Forward)                           | <u> </u>   | 1                                     | \$286,815.00                            | \$286,815.00                |
| , ····                             | (Garrisa Forward)                           |  | <del>  -'</del>                       | Ψ200,010.00                             | ΨΕσσίσ (σ.σσ                |
| Group 7                            |   | <del>                                     </del> |                                       |   |                             |
| Cold Patch                         | M-19, Road Rite or Equal (On Truck)         | Ton  | 175                                   | \$53.50                                 | \$9,362.50                  |
| 50,01.010,1                        |   | 1 = 1.   |                                       | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | 7-3                         |
| Group 8                            |   |  |                                       | <del> </del>                            |                             |
| Cold Patch                         | Sylvex or Equal (On Truck)                  | Ton  | 75                                    | \$83.50                                 | \$6,262.50                  |
| -                                  |   | -  |                                       |   |                             |
| Group 9                            |   |  |                                       |   |                             |
| Hot Mix Patch                      | Incidental Bituminous Surface (On Truck)    | Ton  | 100                                   | \$42.50                                 | \$4,250.00                  |
|                                    |   |  | •                                     |   |                             |
| Group 10                           |   |  |                                       |   |                             |
| Incidental Surf                    | Incidental Bituminous Surface (On Road)     | Ton  | 600                                   | \$79.50                                 | \$47,700.00                 |
| Prime                              | Bit Materials Prime Coat (MC-30) (On Road)  | Gallon   | 300                                   | \$3.50                                  | \$1,050.00                  |
|                                    |   |  | <u> </u>                              |   |                             |
| Group 11                           | 5 4 4 0 0 0 1 1 505 0 0 1                   | <del> </del>                                     | F00                                   | <b>CEO DO</b>                           |                             |
| Signing                            | Reflective Signs Complete FOB County Garage | Each   | 500                                   | \$50.00                                 | \$25,000.00                 |
| 0 10                               |   |  |                                       |   |                             |
| Group 12                           | Deute Deute 49 49 40 FOR County Corons      | Fach   | 100                                   | \$13.00                                 | \$1,300.00                  |
| Signing                            | Penta Posts 4"x4"x12' FOB County Garage     | Each   |                                       | \$22.00                                 |                             |
| Signing                            | Penta Posts 4"x6"x14' FOB County Garage     | Each   | 500                                   | \$34.00                                 | \$11,000.00                 |
| Signing                            | Penta Posts 4"x6"x16' FOB County Garage     | Each   | 10                                    |   | \$340.00<br>\$440.00        |
| Signing                            | Penta Posts 4"x6"x18' FOB County Garage     | Each   | 10                                    | \$44.00                                 | \$6,000.00                  |
| Signing                            | Steel Posts FOB County Garage               | Each   | 200                                   | \$30.00                                 |                             |
| Signing                            | Delineators FOB County Garage               | Each   | 500                                   | \$20.00                                 | \$10,000.00<br>\$409,520.00 |
| ·                                  | Total Material Cost                         |  | <u>.</u>                              |   | ψ409,020.00                 |
| Submitted                          | <u>,</u>                                    | Appro  | ved                                   |   |                             |
| <del></del>                        | Date  |  |                                       | Date                                    |                             |
|                                    |   |  |                                       |   |                             |
|                                    | Highway Commissioner                        |  | County F                              | Engineer/Supt. of High                  | hways                       |
|                                    | riigiiway Colitinissionei                   |  | Oounty L                              | ingineeroups or ringi                   |                             |
|                                    | •   | Appro  | ved                                   |   | •                           |
| •                                  |   | Whhin  | · · · · · · · · · · · · · · · · · · · | Date                                    |                             |
|                                    |   |  |                                       | part only fichal                        |                             |
| Submit 4 copies for                | r Road Districts                            |  |                                       | · · · · · · · · · · · · · · · · · · ·   |                             |
| Submit 3 copies for                | r County                                    |  |                                       | Regional Engineer                       |                             |
| Dogo 1 of 1                        |   |  |                                       | E                                       | 3LR 14221 (Rev. 7/05)       |
| Page 1 of 1<br>Printed on 11/29/20 | 005 5:28:19 PM                              |  |                                       | _                                       |                             |



### County or Township Estimate of Maintenance Costs

|                                   |   |                         | Co<br>Road Di | ounty <u>McLe</u> | an                    |                            |
|-----------------------------------|---|-------------------------|---------------|-------------------|-----------------------|----------------------------|
|                                   |   |                         |               |                   | 00000 - 00 - GM       |                            |
|                                   |   | Estimated Costs         |               | <del></del> .     |                       |                            |
| Day Labor/Labor                   | & Fauinment                               | Estillated Obsta        |               |                   |                       |                            |
| Day Labor Mater                   |   |                         |               | - PA              | GE 3 of 4 -           |                            |
| Contract                          |   |                         |               |                   |                       |                            |
|                                   | Maintenance Cost                          |                         |               |                   |                       |                            |
| Maintenance En                    | <del>-</del> -                            |                         |               |                   | •                     |                            |
|                                   |   | Ma                      | intenance     | & Engineeri       | ng Total Cost         |                            |
|                                   |   |                         |               |                   |                       |                            |
| *List Mater                       | ials for Day Labor Maintenan              | ce Operations           | aterial       | <del></del>       | <u> </u>              |                            |
| 14 1 1                            | Type of                                   | Materials/              | alcital       | 1                 |                       |                            |
| Maintenance                       |   | of Delivery             | Unit          | Quantity          | Unit Price            | Cost                       |
| Operation                         |   | n Bollivory             |               | 1                 | \$409,520.00          | \$409,520.00               |
|                                   | (Carried Forward)                         |                         |               |                   | ψ.001022122           |                            |
| - C                               | <u> </u>                                  |                         |               |                   |                       |                            |
| Group 14<br>Sealing               | Cover Coat Aggregate                      | CA-14 (Stockpiled)      | Ton           | 1490              | \$12.40               | \$18,476.00                |
| Sealing                           | Seal Coat Aggregate C                     | CA-15/16 (Stockpiled)   | Ton           | 850               | \$10.75               | \$9,137.50                 |
| Sealing                           | Cour coder igg. cg.                       |                         |               |                   |                       |                            |
|                                   |   |                         |               |                   |                       | 40.700.00                  |
| RR Pvmt Mark                      | Refl Marking Tapes Fo                     | OB County Garage        | Rolls         | 27                | \$360.00              | \$9,720.00                 |
| Crack Filler                      | Crack Filler                              |                         | Lbs           | 26000             | \$0.32                | \$8,320.00                 |
| Center Striping                   | Yellow Paint FOB Cou                      |                         | Gallon        | 6270              | \$5.80                | \$36,366.00                |
| Edge Striping                     | White Paint FOB Cour                      | nty Garage              | Gallon        | 11880             | \$5.60                | \$66,528.00<br>\$29,000.00 |
| Striping                          | Glass Beads                               |                         | Lbs_          | 116000            | \$0.25                | φ29,000.00                 |
|                                   |   |                         |               | <u> </u>          | <del> </del>          |                            |
| Group 18                          | O. V. EOD O-weby Cons                     | 220                     | Ton           | 6000              | \$35.75               | \$214,500.00               |
| Ice Control                       | Salt FOB County Gara Calcium Chloride FOE | County Garage           | Gallon        | 6000              | \$0.50                | \$3,000.00                 |
| Ice Control                       | Calcium Chionde POL                       | County Carage           | -             |                   |                       |                            |
|                                   |   |                         | <u> </u>      |                   |                       |                            |
| Erosion Cntrl                     | Fabric, FOB County C                      | Sarage                  | SY            | 5000              | \$0.55                | \$2,750.00                 |
| Erosion Cntrl                     | Straw Bales                               |                         | Bales         | 750               | \$3.00                | \$2,250.00                 |
| Seeding                           | Grass Seed, On Truc                       | k                       | Lbs           | 13000             | \$1.10                | \$14,300.00                |
| Seeding                           | Mulch, On Truck                           |                         | Bales         | 2000              | \$7.00                | \$14,000.00                |
| Ditches                           | Ditch Checks and Silt                     | Fence                   | Ft            | 800               | \$5.00                | \$4,000.00                 |
| Guardrail                         | SPBGR, Ends, Bolts,                       | Posts etc FOB Co Garage | Ft            | 250               | \$28.00               | \$7,000.00<br>\$4,000.00   |
| Drainage                          | Class SI Concrete, O                      | n Road                  | CY            | 50                | \$80.00               | \$852,867.50               |
|                                   | Total Material Cost                       |                         |               | <u> </u>          |                       | ψουΣ,υστ.συ                |
| Submitted                         |   |                         | Appro         | ved               |                       |                            |
| Odpinitiod                        | Date                                      |                         |               |                   | Date                  |                            |
|                                   |   |                         |               |                   |                       |                            |
|                                   | ) II I O ii-nor                           |                         |               | County            | Engineer/Supt. of Hig | jhways                     |
|                                   | Highway Commissioner                      |                         |               | 7                 | - ,                   |                            |
|                                   |   |                         | Appro         | oved              |                       |                            |
|                                   | · · ·                                     |                         |               | -                 | Date                  |                            |
| Submit 4 copies for               | r Road Districts                          |                         |               |                   |                       |                            |
| Submit 3 copies for               | •   | •                       |               | <del></del>       | Regional Engineer     |                            |
|                                   | of County                                 |                         |               |                   |                       | BLR 14221 (Rev. 7/05)      |
| Page 1 of 1<br>Printed on 11/29/2 | 2005 5:24:45 PM                           |                         |               |                   |                       |                            |



### County or Township Estimate of Maintenance Costs

|                                     |                           |                                       | Road D     | istrict _  | McL    |                                       |                     |
|-------------------------------------|---------------------------|---------------------------------------|------------|--|--------|---------------------------------------|---------------------|
|                                     |                           |                                       | Si         | ection _   | 06 -   | 00000 - 00 - GM                       |                     |
|                                     |                           | Estimated Costs                       |            |  |        |                                       |                     |
| Day Labor/Labor                     |                           |                                       |            |  |        |                                       |                     |
| Day Labor Mater                     | ials*                     |                                       |            |  | - PA   | GE 4 of 4 -                           |                     |
| Contract                            |                           | · · · · · · · · · · · · · · · · · · · |            |  |        |                                       |                     |
|                                     | Maintenance Cost          |                                       |            |  |        |                                       |                     |
| Maintenance Eng                     | Jineering                 |                                       | Maintanana | . P. Engl  |        | ing Talal Occas                       |                     |
|                                     |                           |                                       | Mannenance | e ∝ ⊏ngi   | neen   | ing Total Cost                        | <del> </del>        |
| *List Mater                         | ials for Day Labor Mainte | nance Operations                      |            |  |        |                                       |                     |
| •                                   | <u> </u>                  |                                       | Material   | •  |        |                                       |                     |
| Maintenance                         | Тур                       | e of Materials/                       |            |  |        |                                       |                     |
| Operation                           | Poi                       | nt of Delivery                        | Unit       | Quar   | ntity  | Unit Price                            | Cost                |
|                                     | (Carried Forward)         |                                       |            | 1  |        | \$852,867.50                          | \$852,867.50        |
|                                     |                           |                                       |            |  |        |                                       |                     |
| Dust Control                        |                           | FOB County Garage                     | Gallon     | 6000   |        | \$0.50                                | \$3,000.00          |
| Soil Stab.                          | Woven Fabric, FO          |                                       | SY         | 8000   |        | \$0.90                                | \$7,200.00          |
| Heating Garage                      | Natural Gas, FOB          | County Garage                         | Therm      | 5000   |        | \$1.10                                | \$5,500.00          |
|                                     |                           |                                       |            |  |        |                                       |                     |
|                                     |                           |                                       |            | -  |        |                                       | ·                   |
|                                     |                           |                                       |            | ╁  |        | <u> </u>                              |                     |
|                                     |                           |                                       |            | <del>                                     </del> |        |                                       |                     |
|                                     |                           |                                       |            | <del> </del>                                     |        |                                       |                     |
|                                     |                           |                                       |            | 1  |        |                                       |                     |
|                                     |                           |                                       | •          |  |        |                                       |                     |
|                                     |                           |                                       |            | 1  |        |                                       |                     |
|                                     |                           |                                       |            |  |        |                                       |                     |
|                                     |                           |                                       |            |  |        |                                       |                     |
|                                     |                           |                                       |            | <u> </u>   |        |                                       |                     |
|                                     |                           |                                       |            |  |        |                                       |                     |
| <del></del>                         |                           |                                       |            | <u> </u>   |        |                                       |                     |
|                                     |                           |                                       |            |  |        |                                       |                     |
|                                     |                           |                                       |            | -  |        |                                       |                     |
|                                     |                           |                                       |            |  |        |                                       |                     |
|                                     | :                         |                                       |            | +  |        |                                       |                     |
|                                     | -                         |                                       |            | <u> </u>   |        |                                       |                     |
|                                     | Total Material Cost       | <u> </u>                              | 1          | 1  |        | <u>'</u>                              | \$868,567.50        |
| Culturalities of                    |                           |                                       | Λ          | ,od  |        | · · · · · · · · · · · · · · · · · · · |                     |
| Submitted                           | Date                      | <del></del>                           | Approv     | /ea  |        | Date                                  |                     |
|                                     | Date                      |                                       |            |  |        | Date                                  |                     |
|                                     |                           |                                       |            |  |        | ·                                     |                     |
| Н                                   | ighway Commissioner       |                                       | •          | Co   | unty E | ngineer/Supt. of Highw                | /ays                |
| •                                   |                           |                                       | _          |  |        |                                       |                     |
|                                     |                           |                                       | Approv     | ved  |        | <del></del>                           |                     |
|                                     |                           |                                       |            |  |        | Date                                  |                     |
| Submit 4 copies for F               | Road Districts            |                                       |            |  |        |                                       |                     |
| Submit 3 copies for (               |                           |                                       |            |  | F      | Regional Engineer                     |                     |
|                                     | = = ==== <b>;</b>         |                                       |            |  | ,      |                                       | 244004/5 7/55       |
| Page 1 of 1<br>Printed on 11/29/200 | 05 5:42:36 PM             |                                       |            |  |        | BLI                                   | R 14221 (Rev. 7/05) |

| Municipality   | 70C                | Illimois Department of Transportation   | C<br>O             | Name<br>Farnsworth Group, Inc.          |
|--|--------------------|---|--------------------|---|
| Township   | A<br>L             | Preliminary Engineering   | N<br>S<br>U        | Address<br>2709 McGraw Drive            |
| County<br>McLean   | A<br>G<br>E        | Services Agreement<br>For<br>Motor Fuel Tax Funds   | T<br>A             | City<br>Bloomington                     |
| Section  | N<br>C<br>Y        |   | N<br>T             | State<br>Illinois 61704                 |
| improvement of the above SECTION. supervision of the State Department of     | ER)<br>Mole<br>Tra | nto this day of   | ing<br>he S<br>RTI | State of Illinois under the general     |
|  |                    | Section Description   |                    |   |
| Name C.H. 8 and C.H. 29  |                    |   |                    |   |
| Route Length 0.  | 50 8               | k 0.73 Mi. 2,660 & 3,875 FT   |                    | (Structure No)                          |
| necessary incidentals to reconstruct/re                                      | habi               | litate existing two-lane roadways. See at  Agreement Provisions   | tacl               | ned Scope of Services.                  |
| The Engineer Agrees,   |                    |   |                    |   |
| To perform or be responsible for the proposed improvements herein be         |                    | erformance of the following engineering so<br>described, and checked below:   | ervi               | ces for the LA, in connection with the  |
| a. Make such detailed surveys  | as                 | are necessary for the preparation of deta   | iled               | roadway plans                           |
| <ul> <li>b. Make stream and flood plain of detailed bridge plans.</li> </ul> | n hy               | draulic surveys and gather high water da  | a, a               | and flood histories for the preparation |
| analyses thereof as may be   | req                | n soil surveys or subsurface investigation<br>uired to furnish sufficient data for the des<br>ade in accordance with the current requir | ign                | of the proposed improvement.            |
|  |                    | n traffic studies and counts and special in<br>sign of the proposed improvement.  | lers               | ection studies as may be required to    |
|  |                    | ers Permit, Department of Natural Resour<br>Channel Change sketch, Utility plan and   |                    |   |
|  |                    | ign and Hydraulic Report, (including ecor<br>vay overflows and bridge approaches.   | om                 | ic analysis of bridge or culvert types) |
| with five (5) copies of the p  | lans,              | lailed plans, special provisions, proposals, special provisions, proposals and estimations furnished to the LA by the ENGINEER a        | ites               | . Additional copies of any or all       |

Note: Four copies to be submitted to District Engineer

|          | h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required. |  |  |   |  |  |  |  |
|----------|---|--|--|---|--|--|--|--|
|          | i. 🛛  | Assist the LA in the tabulation and interpretation of the con  | ntractors' proposals   |   |  |  |  |  |
|          | j. 🗆  | Prepare the necessary environmental documents in according DEPARTMENT's Bureau of Local Roads & Streets.   | dance with the procedures adopted  | by the  |  |  |  |  |
|          | k. 🛛  | Prepare the Project Development Report when required b   | y the DEPARTMENT.  | ,   |  |  |  |  |
| (2)      | be in such i  | all reports, plans, plats and special provisions to be furnishe accordance with current standard specifications and policie reports, plats, plans and drafts shall, before being finally accordance.   | s of the DEPARTMENT. It is being t   | understood that all   |  |  |  |  |
| (3)      | To att  | end conferences at any reasonable time when requested to   | do so by representatives of the LA   | or the Deparlment.  |  |  |  |  |
| (4)      | surve<br>thoug  | event plans or surveys are found to be in error during cons<br>y corrections are necessary, the ENGINEER agrees that he<br>h final payment has been received by him. He shall give in<br>hum delay to the Contractor.  | will perform such work without expe  | ense to the LA, even  |  |  |  |  |
| (5)      | pursu   | basic survey notes and sketches, charts, computations and ant to this AGREEMENT will be made available, upon requut restriction or limitations as to their use.  |  |   |  |  |  |  |
| (6)      |   | all plans and other documents furnished by the ENGINEER vill show his professional seal where such is required by law  |  | e endorsed by him   |  |  |  |  |
| Th       | e LA A  | grees,   | •  | · .   |  |  |  |  |
| 1.<br>in |   | ay the ENGINEER as compensation for all services perform dance with one of the following methods indicated by a che  |  | g, 1i, 1j, 2, 3, 5 and 6  |  |  |  |  |
|          | а. 🗆  | A sum of money equal to percent of the approved by the DEPARTMENT.   | awarded contract cost of the propos  | ed improvement as   |  |  |  |  |
|          | b. 🛛  | A sum of money calculated on a time and material basis i   | n accordance with the attached Fee   | Schedule:   |  |  |  |  |
|          |   | Neuronia Maria Maria   | ****   | (   |  |  |  |  |
|          |   | Maximum Not to Exceed  | \$129,400  | _ (see note)<br>%   |  |  |  |  |
|          |   |  |  | _ %   |  |  |  |  |
|          |   |  |  | _ %   |  |  |  |  |
| •        |   |  | •••  | _ %<br>_ %  |  |  |  |  |
|          |   |  | <del></del>  | _ 76  |  |  |  |  |
|          |   | Note: Not necessarily a percentage. Could  | use per diem, cost-plus or lump sum  | •   |  |  |  |  |
| 2.       | perfo<br>as m<br>expe<br>suble  | ay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1 orming such work plus <u>N/A</u> percent to cover profit, over atterial cost plus payrolls, insurance, social security and retienses will be reimbursed to the ENGINEER at his actual cost all or part of the services provided under the paragraph 11 art of this work, the LA will pay the cost to the ENGINEER plant | thead and readiness to serve - "actual<br>rement deductions. Traveling and ot<br>t. Subject to the approval of the LA,<br>p, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the E | al cost" being defined<br>her out-of-pocket<br>the ENGINEER may |  |  |  |  |
|          |   |  | •  | 105769<br>Page 2 of 4   |  |  |  |  |

(2)

26

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

- 3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

- 4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his time incurred up to the time he is notified in writing of such abandonment on the basis of the attached rate schedule.
- 5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREEs, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of the attached rate schedule. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

### It is Mutually Agreed,

- That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this
  Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the
  ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition
  and that the committee's decision shall be final.
- 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
- 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

|                             | McLean County of the (Municipality/Township/County) |
|-----------------------------|---|
| ATTEST:                     | State of Illinois, acting by and through its        |
| Ву                          | Chairman and County Board                           |
| County Clerk                | Ву  |
| (Seal)                      | Title Chairman                                      |
| Executed by the ENGINEER:   | Farnsworth Group, Inc. 2709 McGraw Drive            |
|                             | Bloomington, IL 61704                               |
| ATTEST:                     | Diodrinigion, iL 01704                              |
| ATTEST:<br>By Levy a. Janne | By Dinald K. K. thole                               |

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

### Farnsworth Group, Inc. Engineers, Architects, Surveyors & Scientists

Schedule of Charges - January 1, 2006

| Professional Staff – Engineering/Surveying             | Per Hour |
|--|----------|
| Engineering Intern I                                   | \$ 75.00 |
| Engineering Intern II                                  |          |
| Engineer & Land Surveyor                               | \$ 91.00 |
| Senior Engineer & Senior Land Surveyor                 |          |
| Project Engineer & Project Land Surveyor               | \$103.00 |
| Senior Project Engineer & Senior Project Land Surveyor | \$115.00 |
| Engineering Manager & Land Surveying Manager           | \$125.00 |
| Principal  | \$145.00 |
| Technical Staff – Engineering/Surveying                |          |
| Technician I   | \$ 50.00 |
| Technician II  | \$ 66.00 |
| Senior Technician                                      |          |
| Chief Technician                                       |          |
| Computer Specialist                                    |          |
| Designer and Surveyor                                  | \$ 90.00 |
| Senior Designer and Senior Surveyor                    | \$ 95.00 |
| Project Designer and Project Surveyor                  | \$100.00 |
| Senior Project Designer                                | \$112.00 |
| Autimodative Support                                   | 49.00    |
| Specialists  |          |
| Planner  |          |
| Systems Integration Intern I                           | \$ 75.00 |
| Systems Integration Specialist II                      | \$100.00 |
| Systems Integration Manager                            | \$120.00 |
| Professional Staff - Architecture                      |          |
| Architectural Intern I                                 | \$ 70.00 |
| Architectural Intern II                                | \$ 78.00 |
| Architect  | \$ 87.00 |
| Senior Architect & Senior Landscape Architect          |          |
| Project Architect                                      |          |
| Senior Project Architect                               |          |
| Architectural Manager                                  | \$118.00 |
| Principal-Architecture                                 | \$135.00 |
| Technical Staff - Architecture                         |          |
| Architectural Technician                               | \$ 60.00 |
| Senior Architectural Technician                        | \$ 72.00 |
| Chief Architectural Technician                         | \$ 78.00 |
| Architectural Designer                                 | \$ 82.00 |
| Project Architectural Designer                         | \$ 97.00 |
| Senior Project Architectural Designer                  | \$107.00 |
| Computer Specialist                                    | \$ 89.00 |
| Senior Architectural Designer                          | \$ 90.00 |
| Administrative Support                                 | \$ 49.00 |

### Miscellaneous - Engineering/Architecture/Surveying

| Overtime Requested by Client                             | Negotiated       |
|--|------------------|
| Expert Testimony   | 2 x billing rate |
| Field Vehicle & Equipment                                | \$ 9.00          |
| Automobile (per mile)                                    | \$ 0.51          |
| CADD Computer (per hour)                                 | \$ 10.00         |
| Consultants & Reimbursable Expenses Related to Project * | Cost + 10%       |
| 2 Unit GPS (Maximum \$440/Day)                           | \$44_00/hour     |
| 3 Unit GPS (Maximum \$660/Day)                           | \$66.00/hour     |
| Robotic Total Station                                    | \$22.00/hour     |

<sup>\*</sup> Includes the actual cost of blueprints, supplies, toll charges, testing services, personnel subsistence, and other costs directly incidental to the performance of the above services.

RATES EFFECTIVE UNTIL JANUARY 1, 2007 UNLESS NOTIFIED

### McLean County County Highway 8 over I-55 at Lexington County Highway 29 over I-55 at Towanda

### **ROAD SURVEY/DATA COMPUTATION**

Field locate and measure potential pavement patches, calculate preliminary quantities with cost estimates for two alternates - Pavement Patching with Bituminous Overlay and Complete Removal and Replacement

| Principal            | 6 Hrs.  | @ | \$145.00 /Hr. = | \$870.00   |
|----------------------|---------|---|-----------------|------------|
| Engineer Manager     | 16 Hrs. | @ | \$125.00 /Hr. = | \$2,000.00 |
| Sr. Project Engineer | 24 Hrs. | @ | \$115.00 /Hr. = | \$2,760.00 |
| Misc.                | 100     |   |                 | \$70.00    |

\$5,700.00

### FIELD SURVEY COMPLETE

Project Survey Length - C.H. 8 - 2860 LF

C.H. 29 - 4075 LF

6935 LF = 1.31 miles

Review Information, Brief Field Crew, Re-establish Control Points with Ties, Re-establish CL Stationing, Run Level Circuit, Topographic, and Contour Survey with Total Station/Data Collector and/or GPS

| Principal             | 2 Hrs.  | @ | \$145.00 /Hr. = | \$290.00   |
|-----------------------|---------|---|-----------------|------------|
| Engineer Manager      | 4 Hrs.  | @ | \$125.00 /Hr. = | \$500.00   |
| Senior Technician     | 46 Hrs. | @ | \$72.00 /Hr. =  | \$3,312.00 |
| Field Assistant       | 84 Hrs. | @ | \$50.00 /Hr.=   | \$4,200.00 |
| Field Car & Equipment | 44 Hrs. | œ | \$9.00 /Hr. =   | \$396.00   |
| Misc. Survey Supplies |         | _ |                 | \$102.00   |

\$8,800.00

### PRELIMINARY WORK SHEETS

Data Dumps and Processing, Plot Existing Plan and Profiles, Plot Existing Cross Sections

| Senior Technician | 44 Hrs. | @ | \$72.00 /Hr.=  | \$3,168.00 |
|-------------------|---------|---|----------------|------------|
| Computer - CADD   | 44 Hrs. | @ | \$10.00 /Hr. = | \$440.00   |
| Miscellaneous     |         |   |                | \$192.00   |

\$3,800,00

### PRELIMINARY ROADWAY PLANS

Project Length -

C.H. 8 - 2660 LF

C.H, 29 - <u>3875 LF</u>

6535 LF

Design of the Reconstructional/Rehabilitation of two existing Two-Lane Roadway with concrete medians, including Proposed Plan and Profiles, Proposed Cross Sections, Drainage, Special Details, Pavement Markings, Stage Construction, Special Provisions, Estimate of Cost, Estimate of Time, and Internal Review

| Principal<br>Engineer Manager | 16 Hrs.<br>164 Hrs. | @ | \$145.00 /Hr. =<br>\$125.00 /Hr. = | \$2,320.00<br>\$20,500.00 |
|-------------------------------|---------------------|---|------------------------------------|---------------------------|
| Engineer                      | 198 Hrs.            | @ | \$91.00 /Hr. =                     | \$18,018.00               |
| Senior Technician             | 240 Hrs.            | œ | \$72.00 /Hr. =                     | \$17,280.00               |
| Admin                         | 44 Hrs.             | @ | \$49.00 /Hr.=                      | \$2,156.00                |
| Computer - CAD                | 240 Hrs.            | @ | \$10.00 /Hr. =                     | \$2,400.00                |
| Mylars, Prints, Etc.          |                     |   |                                    | \$226.00                  |

\$62,900.00

### McLean County County Highway 8 over I-55 at Lexington County Highway 29 over I-55 at Towanda

### FINAL ROADWAY PLANS

| Revisions to Preliminary Roadway Plans after Review by C | County/IDOT/FHWA, Provide Auto Cad Data Files |
|--|---|
|--|---|

| Principal            | 8 Hrs.   | @ | \$145.00 /Hr. = | \$1,160.00 |             |
|----------------------|----------|---|-----------------|------------|-------------|
| Engineer Manager     | 40 Hrs.  | @ | \$125.00 /Hr. = | \$5,000.00 |             |
| Engineer             | 50 Hrs.  | @ | \$91.00 /Hr. =  | \$4,550.00 |             |
| Senior Technician    | 100 Hrs. | @ | \$72.00 /Hr. =  | \$7,200.00 |             |
| Clerical             | 40 Hrs.  | @ | \$49.00 /Hr. =  | \$1,960.00 |             |
| Computer - CAD       | 100 Hrs. | @ | \$10.00 /Hr. =  | \$1,000.00 |             |
| Mylars, Prints, Etc. |          | _ | î.              | \$230.00   |             |
|                      |          |   |                 |            | \$21,100.00 |
|                      |          |   |                 |            |             |
|                      |          |   |                 |            |             |

### PERMITS - IHPA/IDOC SIGN-OFFS

| Engineer Manager    | 4 | HRS | @ | \$125.00 /Hr. = | \$500.00 |
|---------------------|---|-----|---|-----------------|----------|
| Planner             | 8 | HRS | @ | \$85.00 /Hr. =  | \$680.00 |
| Phone, Prints, Etc. |   |     |   | •               | \$20.00  |

\$1,200.00

### PROJECT MANAGEMENT/ ADMINISTRATION

Proposal, Contract Preparation, Project Management, Billing, Client Meetings, Coordination

| Principal .      | 34 Hrs. | @ | \$145.00 /Hr. = | \$4,930.00 |
|------------------|---------|---|-----------------|------------|
| Engineer Manager | 22 Hrs. | @ | \$125.00 /Hr. = | \$2,750.00 |
| Admin            | 10 Hrs. | @ | \$49.00 /Hr. =  | \$490.00   |
| Misc.            |         |   |                 | \$30.00    |

\$8,200.00

Sub-Total Design

\$111,700.00

### FHWA/IDOT & PUBLIC MEETINGS

Review Information, Bi-Monthly FHWA Meeting, Prepare Exhibits, Attend Public Hearing

\$6,200.00

### McLean County County Highway 8 over I-55 at Lexington County Highway 29 over I-55 at Towanda

### PROJECT DEVELOPMENT REPORT (BLR 5250)

Review Information, Develop Exhibits, Write Report, Review Public Comments, Revise after Review by County/IDOT/FHWA

| Principal            | 6 Hrs.  | @ | \$145.00 /Hr. = | \$870.00      |             |
|----------------------|---------|---|-----------------|---------------|-------------|
| Engineer Manager     | 18 Hrs. | @ | \$125.00 /Hr. = | \$2,250.00    |             |
| Engineer             | 60 Hrs. | @ | \$91.00 /Hr. =  | \$5,460.00    |             |
| Senior Technician    | 24 Hrs. | @ | \$72.00 /Hr. =  | \$1,728.00    |             |
| Admin                | 16 Hrs. | @ | \$49.00 /Hr. =  | \$784.00      |             |
| Computer - CAD       | 24 Hrs. | @ | \$10.00 /Hr.=   | \$240.00      |             |
| Mylars, Prints, Etc. |         |   |                 | \$ 168.00     |             |
|                      |         |   |                 |               | \$11,500.00 |
|                      |         |   | Sub-            | Total Reports | \$17,700.00 |

Total Project = \$129,400.00

### PRELIMINARY ENGINEERING SERVICES AGREEMENT

| LOCAL A       | AGENCY   | <u>Cor</u>                            | NSULTANT       |  |
|---------------|--|---------------------------------------|----------------|--|
| County:       | McLean   |                                       | Name:          | Rice, Berry and Associates                 |
| Township:     |  |                                       | Address:       | 3085 Stevenson Drive                       |
| Section:      | 05-00047-10-BR                                     |                                       | City:          | Springfield                                |
|               | 05-00130-11-BR<br>05-00130-12-BR<br>05-00130-13-BR |                                       | State:         | Illinois                                   |
| THIS A        | AGREEMENT is made                                  | e and ente                            | ered into this | day of                                     |
|               | SI   | ECTION                                | DESCRIPT       | TION                                       |
| NTorre        |  |                                       | T on oth       | 0.10:1-                                    |
| Name          | Prop. 057-5217                                     | · · · · · · · · · · · · · · · · · · · | rengu          | 0.10 mile                                  |
| Structure No. | Existing 057-5918                                  | Existin                               | ng 057-5913    | Existing 057-5907                          |
|               |  |                                       |                | mile northwest of McLean                   |
| Location      |  |                                       |                | 5 miles south of Weston                    |
|               |  |                                       |                | miles south of Weston mile south of Weston |
| Description:  | Bridge replacement                                 | t, culvert 1                          | replacement    |  |
|               |  |                                       |                |  |
|               |  | <u>DE</u>                             | FINITION       | ,  |
| DEPA          | RTMENT   |                                       | Illinois l     | Department of Transportation               |

### AGREEMENT PROVISIONS

### THE ENGINEER AGREES

- 1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
  - a.(X) Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.(X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.( ) Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.() Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.(X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and railroad crossing work agreements.
  - f.(X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.(X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

- h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
- i.( ) Assist the LA in the tabulation and interpretation of the contractor's proposals.
- j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT'S Bureau of Local Roads and Streets.
- k.( ) Prepare the Project Development Report when required by the DEPARTMENT.
- 2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
- 3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
- 4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- 6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

### THE LA AGREES

| 1. | To pay the I | ENGIN   | VEER as  | compen    | sation | for a | ll services | performed | i as sti | pulated in |
|----|--------------|---------|----------|-----------|--------|-------|-------------|-----------|----------|------------|
|    | paragraphs 1 | a, 1b,  | 1e, 1f,  | 1g, 2, 3, | 5 and  | 6 in  | accordance  | with one  | of the   | following  |
|    | methods indi | cated b | y a chec | k mark:   |        |       |             |           |          |            |

| 1. | ( | ) | A sum of money equ   | al to               | _ percent of the awarded contract cos |
|----|---|---|----------------------|---------------------|---------------------------------------|
|    |   |   | of the proposed impr | ovement as approved | ed by the DEPARTMENT.                 |

b. (X) A sum of money equal to the percent of the awarded contract cost for each section approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

| Awarded Cost   | Percentage Fees |
|----------------|-----------------|
| PER SECTION    |                 |
| Under \$50,000 | . 10.00%        |
| First 50,000   | . 10.00%        |
| Next 50,000    | 7.75%           |
| Next 100,000   | 6.50%           |
| Next 200,000   | 5.60%           |
| Next 200,000   | 5.20%           |
| Next 450,000   | 5.10%           |

2. To pay for all services stipulated under paragraphs 1h and 1j of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1h, 1j and 1k. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

| Grade Classification of Employee | Hourly Rate |
|----------------------------------|-------------|
| Principal                        | \$144.50    |
| Engineer 9                       | 141.25      |
| Engineer 8                       | 127.00      |
| Engineer 7                       | 111.80      |
| Engineer 6                       | 104.50      |
| Engineer 5                       | 92.50       |
| Engineer 4                       | 88.40       |
| Engineer 3                       | 81.60       |
| Engineer 2                       | 77.50       |
| Engineer 1                       | 70.20       |
| Technician 7                     | 91.50       |
| Technician 6                     | 81.60       |
| Technician 5                     | 72.25       |
| Technician 4                     | 63.50       |
| Technician 3                     | 56.00       |
| Technician 2                     | 47.60       |
| Technician 1                     | 46.25       |
| Clerical 2                       | 67.00       |
| Clerical 1                       | 47.30       |
| Accountant                       | 64.50       |

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect through the duration of the contract.

- 3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule.
  - a. Partial payments, not to exceed 90 percent of the amount earned, shall be made monthly as the work progresses.
  - b. Upon completion of the services required by paragraphs 1a through 1g under THE ENGINEERS AGREES, to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - c. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "b" above.

- 4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 2 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
- 5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

### IT IS MUTUALLY AGREED

- 1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
- 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
- 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

5. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

| Executed by the LA:       | McLean County of the State of Illinois, acting by and through its County Board |
|---------------------------|--|
| ATTEST:                   |  |
| By · County Clerk         | By   |
| County Clerk              |  |
| (SEAL)                    | Title: Chairman, County Board  |
|                           |  |
| Executed by the ENGINEER: | Rice, Berry and Associates 3085 Stevenson Drive, Suite 201                     |
| ATTEST:                   | Springfield, Illinois 62703  |
| By Steven W Migginson     | _ By Muhael & Berry  |
| Civil Engineering Mahager | Executive Vice President   |
| (SEAL)                    |  |

### HAMPTON, LENZINI AND RENWICK, INC.

### SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

### I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

### II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

### STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective Jamuary 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

- 1. Publishing a statement:
  - a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - b. Specifying the actions that will be taken against employees for violations of such prohibition.
  - c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (1) abide by the terms of the statement; and
    - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 2. Establishing a drug free awareness program to inform employees about:
  - a. the dangers of drug abuse in the workplace;
  - b. the grantee's or contractor's policy of maintaining a drug free workplace;
  - c. any available drug counseling, rehabilitation and employee assistance programs; and
  - d. the penalties that may be imposed upon an employee for drug violations.
- 3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.
- 5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- 6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Div. of Hampton, Lenzini & Renwick, Inc.

Printed Name of Organization

Signature of Authorized Representative

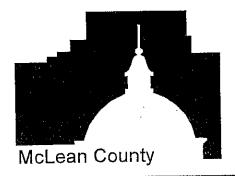
Michael G. Berry, Executive Vice President

Printed Name and Title

Rice, Berry and Associates

36-2555986 Requisition/Contract/Grant ID Number

11/30/05



### HIGHWAY DEPARTMENT

John E. Mitchell, County Engineer
Eric S. Schmitt, Assistant County Engineer
102 S. Towanda-Barnes Rd, Bloomington, IL 61704
(309) 663-9445 FAX (309) 662-8038
highway@mcleancountyil.gov

DATE:

December 1, 2005

TO:

Chairman Duffy Bass and Members of the McLean County Transportation

Committee

FROM:

John E. Mitchell, McLean County Engineer

RE:

Spring Posting

Last March, you directed me to study the Spring Posting Limits on the McLean County Highways and report back to you this fall.

McLean County has been posting their County Highways since the 1950's, which is also the same time that we began the Oil & Chip Program and the use of Bond Issues to Oil & Chip the County and Township Roads in McLean County. On the County System, many of those Oil & Chip Roads (approximately 60%) are now Hot Mix due to improvements over the years.

For your information, I have included the Spring Posting Limits for various Counties in Central Illinois. This list of other Counties in Central Illinois shows that indeed, most Counties and Townships do post their roads during the Spring Thaw Period. While there are various Weight Limits associated with the posting, our current limits of 8-Ton on Seal Coat and 10-Ton on Hot Mix appeared to be in the mid range of the postings.

It is very important to realize that the *Spring Posting is the most important thing we do to prevent damage to our roads.* Without the Spring Posting, the damage would be so excessive that our Seal Coats would return to rough gravel and Hot Mix would become so rutted and cracked that there would be no way to keep up with needed resurfacings and reconstructions.

Just this morning, I met with the McLean County Township Highway Commissioners and asked them of their opinion concerning the Spring Posting. They all were adamant that the Spring Posting needs to stay on their roads and they felt the current 8-Ton Limit was the best weight to stay with.

We have checked with the Technology Transfer Center in Illinois who gave us several websites concerning Spring Postings. In checking those, we were unable to find any